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9 Attorneys for Plaintiff  
 10 FIREPOWER MARKETING, INC. dba  
     ROYALTY REWARDS

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 13 UNITED STATES DISTRICT COURT  
 14 NORTHERN DISTRICT OF CALIFORNIA  
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16 FIREPOWER MARKETING, INC. dba  
     ROYALTY REWARDS,

17 Plaintiff,  
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19 vs.

20 VARINODE, INC. fka ROYALNOTE,  
     INC.,

21 Defendant.  
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Case No. 15-CV-04011



FINAL JUDGMENT AND INJUNCTION WITH  
 CONSENT

1 Plaintiff Firepower Marketing, Inc. ("Plaintiff") and defendant Varinode, Inc. fka RoyalNote,  
 2 Inc. ("Defendant") in the above-captioned action having agreed upon the basis for settlement of the  
 3 matters averred in Plaintiff's Complaint, without trial or adjudication of the issues, and having  
 4 stipulated that a consent judgment in the form herein set forth be entered, it is hereby

5 **ORDERED, ADJUDGED AND DECREED:**

6 1. This Court has jurisdiction over the parties and over Plaintiff's claims relating to  
 7 Trademark Infringement and Unfair Competition, which are the subject matter of this action, under  
 8 the Lanham Act, 15 U.S.C. § 1051, *et seq.*, and California Code § 17200, *et seq.*

9 2. Plaintiff is the record owner of the following Trademark Registrations at the United  
 10 States Patent and Trademark Office, which registrations are presently outstanding and validly  
 11 subsisting:

<u>Mark</u>	<u>U.S. Registration No.</u>
ROYALTY REWARDS®	No. 3,843,965
ROYALTY REWARDS MAGIC WAND®	No. 3,771,465
	No. 3,947,489
	No. 3,947,726

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21 3. On August 21, 2012, Defendant filed a Federal Trademark Application for the mark  
 22 RoyalNote which was assigned Application No. 851/709,443 (the "RoyalNote Application").

23 4. On or before five days of the date of this Consent Judgment, Defendant will expressly  
 24 abandon with prejudice the RoyalNote Application. Defendant will not refile the RoyalNote  
 25 Application.  
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1           5. Defendant, its subsidiaries, affiliates, sister companies, franchisees, licensees, directors,  
2 shareholders, officers, agents, servants, employees, attorneys, and all others in active concert or  
3 participation with Defendant are permanently enjoined and restrained from:

4           a. Using the mark ROYALNOTE, or any confusingly similar designation alone or in  
5 combination with other words or designs as trademark, trade name, component, or  
6 otherwise to market, advertise, or identify services for the promotion of goods and  
7 services of others or any goods and services related thereto;

8           b. Using the mark ROYALNOTE, or any confusingly similar designation alone or in  
9 combination with other words or designs as trademark, trade name, component, or  
10 otherwise to market, advertise, or identify services to unfairly compete with Firepower  
11 in any matter whatsoever;

12           c. Using the mark ROYALNOTE, or any confusingly similar designation alone or in  
13 combination with other words or designs as trademark, trade name, component, or  
14 otherwise to market, advertise, or identify services to commit any other act that  
15 infringes Firepower's ROYALTY REWARDS® mark or constitutes an act of  
16 trademark or service mark infringement, contributory infringement, trademark  
17 dilution, or unfair competition under federal common law or California state law.

18           6. Defendant is required to take down the RoyalNote website that displays the  
19 ROYALNOTE mark, within 30 days of this order, and deliver up, or cause to be delivered up, for  
20 destruction all labels, signs, prints, packages, wrappers, cards, receptacles, advertisements, and all  
21 other materials in Defendant's possession or control that infringe Firepower's ROYALTY  
22 REWARDS® mark.

23           7. If Defendant violates this Judgment, Defendant will have 30 calendar days to cure the  
24 breach. In the event Defendant does not cure an alleged breach and Royalty Rewards is compelled to  
25 enforce the terms of this Judgment, Royalty Rewards will be entitled to recover, in addition to  
26 statutory costs of litigation, its costs to enforce the terms of this Judgment and any resulting appeal  
27 including, without limitation, all reasonable attorney's fees.  
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ROBINSON & WOOD, INC.  
ATTORNEYS AT LAW

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IT IS SO ORDERED:

Dated: September 22, 2015



UNITED STATES DISTRICT JUDGE

ROBINSON & WOOD, INC.  
ATTORNEYS AT LAW

1 Entry of the Final Judgment and Injunction on Consent is hereby consented to.

2 Dated: September 23, 2015

FIREPOWER MARKETING, INC.

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By



Rory Fatt, President

5

6 Dated: September 22, 2015

LARSON • KING, LLP  
ROBINSON & WOOD, INC.

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By:



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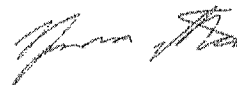
20 Dated: September 21, 2015

VARINODE, INC. fka ROYALNOTE, INC.

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By:



Ryoma Ito, C.E.O.

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ROBINSON & WOOD, INC.  
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